



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

October 13, 1982

2-308A060

LAW DEPARTMENT  
Writer's direct  
telephone line:

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 6408-E  
1982  
NOV 4 1982 10 32 AM  
INTERSTATE COMMERCE COMMISSION  
Washington, D. C.

Dear Madam Secretary:

I have enclosed duly executed counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Release dated as of April 15, 1982, a secondary document.

The primary document to which this Instrument is connected is recorded under Recordation No. 6408.

The names and addresses of the parties to the Instrument are as follows:

The First National Bank of Birmingham, whose address is P. O. Box 11007, Birmingham, Alabama 35288, and

Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Instrument, the Bank acknowledged the complete satisfaction and full release of the Railroad's obligations under, and assigned, transferred and set over to the Railroad Company all of the equipment subject to, that Conditional Sale Agreement dated as of June 15, 1971.

A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
500 Water Street  
Jacksonville, Florida 32202.

RECEIVED  
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FEE OPERATION BR

- 2 -

A short summary of the document to appear in the index follows:

Complete satisfaction and full release.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood". The signature is written in dark ink and is positioned above the printed name.

David M. Yearwood  
General Attorney  
Louisville and Nashville  
Railroad Company

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/4/82

OFFICE OF THE SECRETARY

David M. Yearwood  
General Attorney  
Louisville & Nashville RR.Co.  
500 Water Street  
Jacksonville, FL. 32202

Dear Sir;

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/4/82 at 10:40am , and assigned re-recording number(s). 6408-E

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

NOV 4 1982 10 40 AM

## INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF RELEASE, dated as of April 15, 1982, between THE FIRST NATIONAL BANK OF BIRMINGHAM, a national banking association organized and existing under the laws of the United States of America, as Agent under that Finance Agreement dated as of June 15, 1971, hereinafter called the "Bank", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad",

## WITNESSETH:

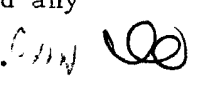
WHEREAS, by a Conditional Sale Agreement, dated as of June 15, 1971, hereinafter called the "Conditional Sale Agreement", between F. J. Douai and K. W. Wiser, and L&N Investment Corporation, therein and hereinafter collectively called the "Vendors", and the Railroad, it was agreed, among other things, that the Vendors would construct or reconstruct, sell and deliver to the Railroad the cars described therein, hereinafter called the "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of June 15, 1971, hereinafter called the "Assignment", between the Vendors and the Bank, the Vendors sold, assigned, transferred and set over to the Bank, its successors and assigns, all their right, title and interest under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on November 24, 1971, and assigned Recordation No. 6408; and

WHEREAS, Section 3 of the Conditional Sale Agreement provides that when the Railroad has paid the full purchase price for all of the cars, together with interest, and observed all the covenants and conditions of the Conditional Sale Agreement and Assignment, title to all of the cars shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument acknowledging satisfaction of all payments, covenants and conditions required by the Conditional Sale Agreement and evidencing the transfer of title to the cars to the Railroad;

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such satisfaction;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Bank does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement and Assignment, (2) transfer its right, title and interest in or to the cars to the Railroad, and (3) release and discharge the Railroad from said Conditional Sale Agreement and any supplement or amendment related thereto, except for Section 7 thereof. 

The Railroad does hereby release and discharge the Bank from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Bank.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

THE FIRST NATIONAL BANK OF BIRMINGHAM,  
as Agent

By C. Marie Alexander  
NATIONAL BANKING OFFICER

(Corporate Seal)

ATTEST:

John A. Stave

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By [Signature]  
Director of Finance


(Corporate Seal)

ATTEST:

[Signature]  
Attesting Officer

STATE OF ALABAMA     )  
                              ) SS:  
COUNTY OF JEFFERSON )

On this 8<sup>th</sup> day of Oct. 1982, before me personally appeared G. Marie Alexander, to me personally known, who, being by me duly sworn says that she is National Banking Office of The First National Bank of Birmingham, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

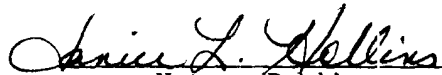
My Commission expires

Notary Public, Alabama State at Large  
My commission expires 12/31/83  
Bonded by \_\_\_\_\_ Co. of N.Y.

Notarial Seal

STATE OF FLORIDA     )  
                              ) SS:  
COUNTY OF DUVAL     )

On this 25 day of May, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn says that he is Director of Finance of Louisville and Nashville Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission expires

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Nov. 17, 1985

Notarial Seal